



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated July 27, 2005 (the "*Assignment*") is by and between Proxim Corporation, Proxim Wireless Networks, Inc. and Proxim International Holdings, Inc., each a Delaware corporation (collectively, "*Assignors*"), and Stun Acquisition Corporation ("*Assignee*"), a Delaware corporation and wholly-owned subsidiary of YDI Wireless, Inc. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in that Asset Purchase Agreement, dated as of July 18, 2005, between the Assignors and Assignee (the "*Asset Purchase Agreement*").

### WITNESSETH

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignors have agreed to sell, transfer and assign to Assignee, and Assignee has agreed to accept and assume from Assignors, the Purchased Assets, including the Intellectual Property (as defined in Section 4.8(a)(i) of the Asset Purchase Agreement); and

WHEREAS, this Assignment is entered into in connection with the Assignors' issuance of a Bill of Sale and Assignment in order to provide to Assignee a recordable instrument and to supplement and perfect the transfer of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby irrevocably sell, assign, transfer, convey, set over, and deliver, and cause the Transferred Subsidiaries and, as applicable pursuant to the terms of the Asset Purchase Agreement, their other subsidiaries and affiliates irrevocably to sell, assign, transfer, convey, set over, and deliver to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Intellectual Property, including, without limitation the patents, patent applications, copyrights, registered copyrights, trademarks, trademark applications and any and all other intellectual property of the Assignors, including, without limitation, all claims for damages by reason of any past infringement of such Intellectual Property and the right to sue for and recover damages for any past, present or future infringement of such Intellectual Property, said Intellectual Property to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignors and, as applicable, the Transferred Subsidiaries and other subsidiaries or affiliates of Assignors had this sale, assignment and transfer not been made. Assignors acknowledge that neither Assignors nor, as applicable, the Transferred Subsidiaries and other subsidiaries or affiliates of Assignors, shall have any further right, title or interest in or to any of the Intellectual Property, including without limitation any licenses to any Intellectual Property, and that any further modification, improvement or invention by Assignee based on or in connection with the Intellectual Property shall be solely owned by Assignee.

Assignors do hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said Intellectual Property or to confirm in Assignee or its designee(s) legal


title to said Intellectual Property and all rights attendant or pertinent to said Intellectual Property.

Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution, in Assignors' names and steads, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

PROXIM CORPORATION

By: 

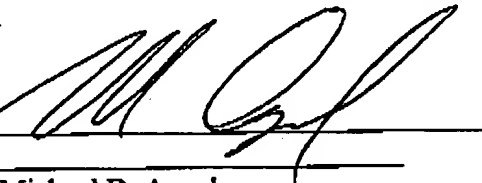
Kevin J. Duffy,  
President and Chief Executive Officer

PROXIM WIRELESS NETWORKS, INC.

By: 

Michael D. Angel,  
President

PROXIM INTERNATIONAL HOLDINGS,  
INC.

By: 

Michael D. Angel,  
President

ACKNOWLEDGED AND  
ACCEPTED:

STUN ACQUISITION CORPORATION

By: \_\_\_\_\_

Robert E. Fitzgerald,  
Chief Executive Officer

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]*